



## Christmas Best Local Price Guarantee Promotion 2019

### Jersey and Guernsey Promotion Specific Terms of Reference

These Terms of Reference are provided in addition to and must be read in conjunction with the Equipment Purchase Terms and Conditions for JT (Jersey) Limited and JT (Guernsey) Limited (“**JT**”), which are available at <https://www.jtglobal.com>. Unless otherwise specified, terms used in these Terms of Reference have the same meaning as defined in the Equipment Purchase Terms and Conditions.

1. This offer is available to new and existing Customers of JT who wish to purchase from JT, by either signing up to a JT Payment Plan (the “**Pay Monthly Plan**”) or by paying the full retail price at the time of purchase, an item that is advertised in the published JT Christmas Booklet (which is circulated to Jersey and Guernsey households by post, available in JT’s retail stores in Jersey and Guernsey and in digital format on JT’s website <https://www.jtglobal.com>) (the “**JT Christmas Booklet**”) between 1 November 2019 and 5 January 2020 (the “**Promotion Period**”) and at the same time notify JT of a Lower Priced Item; in which case JT will match the price of the Qualifying Purchase with the price of the Lower Priced Item subject to these Terms of Reference (the “**Best Price Guarantee**”).
2. For a claim to be valid under this Best Price Guarantee, the Customer must have satisfied each of the conditions set out in these Terms of Reference, provided details of a Lower Priced Item, submitted such details to a JT employee at the time of sign up or purchase of the Qualifying Purchase and signed up to or made the Qualifying Purchase in compliance with the claim processing procedure, as set out in these Terms of Reference.
3. A “**Qualifying Purchase**” means an item available to purchase from JT via a Pay Monthly Plan or by paying the full retail price at the time of purchase that is advertised in the JT Christmas Booklet and to which the Customer signs up or purchases during the Promotion Period.
4. The following purchases do not qualify for this Best Price Guarantee:
  - 4.1 Pay Monthly Plans that are delayed and/or otherwise not entered into immediately at the time of sign up;
  - 4.2 Item purchases not concluded immediately;
  - 4.3 Items which are purchased together with other items as part of a bundle; and
  - 4.4 Items which are sold together with a free gift.
5. For the avoidance of doubt, this Best Price Guarantee applies to items available to purchase from JT during the Promotion Period via either: (i) a Pay Monthly Plan; or (ii) by paying the full retail price at the time of purchase.
6. A “**Lower Priced Item**” means the same item as the Qualifying Purchase which:

- 6.1 Is published at the same time as the Customer makes the Qualifying Purchase by an alternative retail store located in the Channel Islands (the “**Competitor**”) in one of the following media:
  - 6.1.1 On the website of the Competitor;
  - 6.1.2 In print media published in the Channel Islands by the Competitor; and/or
  - 6.1.3 In advertising material placed in retail stores of the Competitor in the Channel Islands.
- 6.2 Is for the identical item purchased from JT via a Pay Monthly Plan or by paying the full retail price at the time of purchase and subject to the same Terms and Conditions as apply to the Qualifying Purchase (these Terms and Conditions can be found at the time of signing up on <https://www.jtglobal.com>);
- 6.3 Can be paid for by the Customer using the same method of payment and payment service provider that was used for signing up to the Qualifying Purchase; and
- 6.4 Includes the same services as the Qualifying Purchase for which JT does not charge extra as advertised in the JT Christmas Booklet.
7. The following do not qualify as Lower Priced Items and as such are not eligible under this Best Price Guarantee:
  - 7.1 Pay Monthly Plans or items that are not available to the general public;
  - 7.2 Pay Monthly Plans or items that have been reduced as a result of promotional discounts, stock clearance or other such existing offers;
  - 7.3 Where the item provided as the Lower Priced Item is not available in the stock of items in the possession of the Competitor in the Channel Islands;
  - 7.4 Where the ostensibly lower priced Pay Monthly Plan or ostensibly lower priced item is provided for free or for no consideration;
  - 7.5 Where the ostensibly lower priced Pay Monthly Plan or ostensibly lower priced item has been individually negotiated or quoted to the Customer as a result of such negotiation;
  - 7.6 Where the ostensibly lower priced Pay Monthly Plan or ostensibly lower priced item is the result of a pricing or inventory caching error made by a party other than JT; and
  - 7.7 Where the ostensibly lower priced Pay Monthly Plan or ostensibly lower priced item is offered under a promotion with a third party.
8. In order to make a claim the Customer must:
  - 8.1 Take and save a photograph/screenshot or, alternatively, print and scan a copy of the advertisement or web page where the Lower Priced Item appears ensuring that the photograph/screenshot or copy clearly shows the price of the Lower Priced Item inclusive of all taxes, fees and surcharges for the same payment method, the same Pay Monthly Plan and/or item, the same Terms and Conditions as apply to the Pay Monthly Plan and/or item, the website URL and the date and time the Lower Priced Item was available; and

- 8.2 Present such photograph/screenshot or copy in order to verify the Lower Priced Item to an employee of JT at one of its retail stores in Jersey or Guernsey at a time when the retail stores are open for business during the Promotion Period.
9. Claims shall be submitted only via the prescribed methods as outlined above and not through any other e-mail address or JT phone or fax number as in such event the claim shall be invalid.
10. Following submission of the Customer's claim, JT must be able to verify the Lower Priced Item and confirm that the same did not exist in the JT Christmas Booklet. JT reserves the right to deny any claims that cannot be reasonably verified, or which are due to third party pricing errors, or for which the Customer has provided incomplete information or if there is evidence of tampering. If the Customer's claim is rejected, the decision of JT is final and JT shall not entertain any appeals for any rejection of claims without prejudice to the Customer's statutory rights.
11. In any event, upon presentation by the Customer of the necessary details of the Lower Priced Item set out above, JT will make a decision to either confirm or deny the Customer's claim in accordance with these Terms of Reference. If the claim is accepted JT will match the price of the Qualifying Purchase with the price of the Lower Priced Item.
12. JT reserves the right to modify or cancel the Best Price Guarantee at any time without prior notice. Any modification will be effective upon it being published in print media at the behest of JT, on JT's own website <https://www.jtglobal.com> and/or in JT's retail stores in Jersey and Guernsey. This does not affect claims submitted in accordance with these Terms of Reference prior to such modification or cancellation.
13. Any personal information provided by the Customer as part of their claim will be dealt with by JT in accordance with its privacy policy which can be viewed at <https://www.jtglobal.com/GDPR>.